

LIABILITY OF THE MOVER:

- (A) Notwithstanding the value declared, the Mover's liability shall not exceed 60 cents per pound per article for any of the following:
- In the event of injury or damage to any fragile articles (articles susceptible to breakage or crushing), the Mover shall be liable only in the amount of 60 cents per pound per article unless such articles are both packed and unpacked by its employees, and subject to the further condition that such injury or damage is caused by the Mover.
 - The Mover may, at its sole discretion, refuse to carry any items, including but not limited to currency, money, bullion, notes, securities, precious stones, species, silverware, jewelry, watches, pearls, furs, documents, stamps, accounts bills, deeds, evidence of debt, letters, manuscripts, mechanical drawings, blueprints, records, any other valuable papers, or any article of extraordinary value (items valued in excess of \$100 per pound). The Mover shall only carry such articles when the Shipper specifically declares them in writing and the Shipper pays the additional valuation charges. In the event of a claim related to any such undeclared articles, the Mover shall not be liable for an amount more than 60 cents per pound per article for any reason whatsoever.
 - The Mover shall not be charged with the knowledge of or the condition of the contents of containers or drawers which the Shipper packed, prepared, sealed, or refused to open to allow the Mover to inspect. The Mover shall be liable only in the amount of 60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof.
 - The Mover's liability shall not exceed 60 cents per pound per article for the mechanical or electrical malfunction of any articles such as, but not limited to, computers and computer equipment, pianos, radios, television sets, video cassette recorders (VCRs), digital video disc (DVD) players, barometers, refrigerators, washers, dryers, phonographs, clocks, or air conditioners whether such articles are packed or unpacked by the Mover.
- (B) The Mover has the right to, shall be immediately notified of, and shall be given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the items and original packing materials.
- (C) The Mover's liability about sets or matched pieces shall be limited to repair or replacement, whichever is less, of the lost or damaged pieces only and shall not extend to repair, replacement, or recovering the entire set. In no event is the repair or replacement to exceed the released or declared value as indicated.
- (D) The Mover shall not be liable for loss or damage caused after the property has been delivered to or receipted for by the consignee or Shipper or the authorized agent of either.
- (E) Where the Mover is directed to load property from (or render any services at) a place or places at which the Shipper is not or its agents are not present, the property shall be at the risk of the Shipper before loading.
- (F) Mover will not be liable for the following:
- To the extent not caused or aggravated by the Mover, any loss or damage by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, any other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions.
 - Any loss or damage caused by natural deterioration, inherent vice or defect of the property, or loss, damage, or delay contributed to or caused by acts or omissions of the Shipper, or by acts of war, terrorism, insurrection, nuclear explosion, or contamination, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Mover's control.
- (G) Where the shipment has been released to the Mover at a value not exceeding 60 cents per pound per article as per the declaration of value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Mover's liability limited to 60 cents per pound per article. All the liability more than 60 cents per pound per article is solely the Shipper's responsibility with respect to any damage, loss, or delay for any reason whatsoever.
- (H) Where the shipment has been released to the Mover at a value in excess of 60 cents per pound per article as per the declaration of value on the face hereof and in consideration of the additional charge for such value scheduled thereon, it is agreed that the Mover's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality, whichever is less, not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused; but in no event shall the Mover's liability for all loss and damage to the shipper's property exceed the value declared by the Shipper, on the face hereof.

TERMS OF PAYMENT: The Payments for services and other charges indicated on the Estimate/Order for Service and any Addendums executed during the move are due and payable before the Mover relinquishes possession of your household goods. Charges for any unforeseen and unestimated services or materials required during the move are due and payable upon presentation of invoice. If any charges are not paid when due, interest at the maximum rate allowable by the state law will be charged on all such unpaid balances. Where the Shipper's move is billed to an employer or a party other than the Shipper, the Shipper is liable for all Mover charges if that employer or other party fails to make payment as promised. It is agreed between the Mover and the Shipper that a deposit for services to be rendered as specified on the face of this contract will be treated as liquidated damages and retained by the Mover if the Shipper cancels or breached this Contract for any reason within 48 hrs. of service.

OWNERSHIP OF GOODS: The Shipper has represented and warranted to the Mover that the Shipper has a lawful possession of, legal right, and authority to tender all the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to pay all storage and other charges, and agrees to indemnify the Mover for all costs, expenses, and attorney's fees that the Mover may reasonably incur or become liable to pay in connection therewith. The Mover shall have a lien on said property for all charges and for such costs and expenses.

CLAIM FILING / TIME LIMIT / COMPLAINT PROCEDURES: The Mover shall not be liable for the loss or damage to the goods tendered hereunder, or any part thereof, unless a claim is made in writing to the address of the Mover listed on the front of this Contract and filed with the Mover within thirty (30) days or by calling 800-Junk-USA. The office maintains normal business hours (8 a.m. - 5 p.m.) Monday-Friday. For information on a claim's status or to report a complaint, call our office. No claim will be honored until full payment for services has been made. No suit may be instituted by the Shipper against the Mover to recover for claimed loss or damage unless such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused.

HARMFUL ITEMS:

Any party, directly or indirectly, tendering to the Mover any explosives or flammable or dangerous goods, shall be liable for all loss or damage caused by such goods and such goods may be destroyed without compensation.

DELIVERY: The Mover will make reasonable efforts to complete delivery and is not responsible if the physical conditions or other special circumstances prevent completion. If the Mover cannot deliver the goods in an ordinary way (by stairs or elevator), there will be an extra charge for hoisting, lowering, or other labor or equipment necessary. The Shipper must make advance arrangements for elevators or other services and pay any charges. The Mover will charge for waiting time caused by lack of sufficient elevator service or any other causes beyond the Mover's control. If no authorized person is present to accept goods at the agreed time, or if orders are incomplete, the Mover will deliver the goods at the Shipper's risk using reasonable judgment.

ENTIRE AGREEMENT-SEVERABILITY: The agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Shipper and an officer of the Mover, and it shall be deemed to apply to all property of any nature or description which the Mover may now or at any time in the future pack or ship for the Shipper's account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract, then said Contract shall be fully enforceable and all govern the rights and responsibilities of the parties.

Proposed Date: 02/24/2022

Effective Date: